

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 19, 2005

Division: Growth Management

Bulk Item: Yes X No

Department: Planning and Environmental Res.

AGENDA ITEM WORDING: Approval of a Blanket Purchase Order by Monroe County for the firm of HDR Engineering, Inc., to provide technical and management assistance under State Contract No. 973-001-00-1.

ITEM BACKGROUND: At the request of the Board of County Commissioners, the Planning and Environmental Resources Department staff is currently revising the draft Tavernier Creek to MM 97 Livable CommuniKeys Master Plan to include actions for preparation of design standards for the proposed Historic Tavernier Overlay District and proposed U.S. Highway I Corridor Overlay District and the enactment of interim development ordinances until these standards and regulations are in effect.

Although the BOCC is not scheduled to consider adoption of this Plan until February 2005 and the Plan will not go into effect until May 2005 or later, it is important to move forward on drafting and enacting these new regulations as quickly as possible so that deferral of development permitting in these areas is limited to no more than six months. [The staff is currently preparing the draft interim development ordinances, which must go through the County's process for approval of amendments to the Land Development Regulations.] To complete the preparation of these standards and regulations will take expertise and resources outside those available in the Growth Management Division.

Therefore, to avoid the usual delays in the procurement process, the Division is proposing to use the firm of HDR Engineering, which is under a blanket State Contract. This firm has available personnel with the experience and expertise to prepare these design standards and regulations. HDR Engineering is already preparing the Key Largo Livable CommuniKeys Master Plan under contract with the County.

PREVIOUS RELEVANT BOARD ACTION: On November 17, 2004, the BOCC adopted a resolution directing the staff to revise the Tavernier Creek to MM 97 Livable CommuniKeys Master Plan to include the action items discussed above.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval

TOTAL COST: Up to \$80,000

BUDGETED: Yes X No

COST TO COUNTY: Up to \$80,000

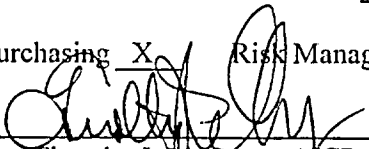
SOURCE OF FUNDS: MSTU (Fund 148)

REVENUE PRODUCING: Yes No X

AMOUNT PER MONTH **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:


Timothy J. McGarry, AICP

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # 15-1

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: HDR Engineering Contract # 973-001-00-1
 Effective Date: _____
 Expiration Date: _____

Contract Purpose/Description:

Blanket Purchase Order from the firm of HDR Engineering, Inc. to provide technical and management assistance under State Contract No. 973-001-00-1

Contract Manager: Timothy McGarry 2517 Growth Management #11
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on January 19, 2005 Agenda Deadline: December 30, 2004

CONTRACT COSTS

Total Dollar Value of Contract: \$ \$80,000 Current Year Portion: \$ 80,000.00
 Budgeted? Yes ☒ No ☐ Account Codes: 148-51000 530340
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1/11/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/11/05</u>
Risk Management	<u>1-7-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Seay</u>	<u>1-7-05</u>
O.M.B./Purchasing	<u>1/10/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/10/05</u>
County Attorney	<u>1/5/2005</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>1/06/05</u>

Comments: Correct & put signature on same page as last part of text of Contract. Corrected 8/1/06/05

MONROE COUNTY
CONTRACT FOR PROFESSIONAL SERVICES
TAVERNIER URBAN DESIGN GUIDELINES AND
TAVERNIER HISTORIC DISTRICT GUIDELINES

THIS CONTRACT is made and entered into this 19th day of January 2005, by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the CLIENT, and HDR Engineering, Inc, hereafter CONSULTANT.

Section 1. SCOPE OF SERVICES.

1. The CONSULTANT shall do, perform and carry out in a professional and proper manner certain duties as described in the Scope of Services – **Exhibit "A"** – which is attached hereto and made a part of this agreement.

Section 2. CLIENT'S RESPONSIBILITIES.

2. Provide all best available data and base maps as to the CLIENT's requirements for Work Assignments.
 - 2.1. Furnish to the CONSULTANT all existing plans, studies, reports, and other available data pertinent to the work, and obtain or provide additional reports and data as required by the CONSULTANT. The CONSULTANT shall be entitled to use and rely upon such information and services provided by the CLIENT or others in performing the CONSULTANT's services.
 - 2.2. Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required, and legally allowed, for the CONSULTANT to perform services hereunder. Any obstruction to such access by private property owners shall not constitute a basis for waiver of any other required entries on to public and private property, nor shall it provide a basis for termination of the contract. In the event that such access is so obstructed, CONSULTANT and CLIENT shall work together to resolve the difficulty in a timely manner.
 - 2.3. Perform such other functions as are indicated in Exhibit "A".

Section 3. TIME OF COMPLETION.

The services to be rendered by the CONSULTANT for each individual work order request shall be commenced upon written notice from the CLIENT and the work shall be completed in accordance with the schedule mutually agreed to by the CLIENT and CONSULTANT, unless it shall be modified in a signed document, by the mutual consent of the CLIENT and CONSULTANT. Subsequent services shall be performed in

accordance with schedules of performance which shall be mutually agreed to by CLIENT and CONSULTANT.

Section 4. COMPENSATION.

4.1 The maximum compensation available to the CONSULTANT under this agreement is \$ 80,000. The CLIENT agrees to pay the CONSULTANT according to the percentages of completion of each deliverable in **-Exhibit "A"**- based on progress reports and other documentation to show the hours expended by each of the consultant's staff and the reimbursable expenses appropriately documented with a 10% retainage by County until each deliverable is fully completed. Should there be any reimbursable expense request and should there be any disagreement on these, any disagreement regarding which items are reimbursable shall be submitted to the County Clerk for determination and whose decision shall be final.

4.2 The hourly billing rates of the CONSULTANT used in calculating the compensation due are:

Position	Rate (in Dollars)
Project Principal	\$174 per hour
Project Manager	\$130 per hour
QA Manager	\$160 per hour
Senior Designer	\$140 per hour
Planner/Landscape Architect	\$ 90 per hour
Clerical	\$50 per hour

4.3 Other costs including travel as are indicated in Exhibit "A"

Section 5. PAYMENT TO CONSULTANT.

5.1 Any request for payment must be in a form satisfactory to the County Clerk (Clerk). The request must describe in detail the services performed and the payment amount requested. The CONSULTANT must submit to the Client Project Manager, who reviews the request, Client Project Manager shall note their approval on the request and forward it to the Clerk for payment. If request for payment is not approved, the Project Manager must inform the CONSULTANT in a writing that must include an explanation of the deficiency that caused the disapproval of the request.

5.2 When Clerk receives a request for payment, the Clerk shall pay the request in the amount approved by the Client Project Manager (within 45 days for nonconstruction services, 20 days for construction services), unless the Clerk determines a deficiency in the request requires disapproval of the request. In that case, the Clerk shall inform the CONSULTANT of the disapproval in writing together with an explanation of the deficiency that caused the Clerk to disapprove the request.

- 5.3 CONSULTANT shall submit invoices with progress report of activities on a monthly or otherwise regular basis until the work under this agreement is completed.
- 5.4 If the CLIENT fails to make any payment due to the CONSULTANT for services and expenses within forty-five (45) days after the invoice dates, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services until the CONSULTANT has been paid in full all amounts due for services.
- 5.5 Continuation of this contract is contingent upon annual appropriation by Monroe County.

Section 6. CONTRACT TERMINATION.

Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the CLIENT terminates this Contract because of the CONSULTANT's failure to perform, then the CLIENT must pay the CONSULTANT the amount due for all work satisfactorily completed as determined by the CLIENT up to the date of the CONSULTANT's failure to perform but minus any damages the CLIENT suffered as a result of the CONSULTANT's failure to perform. The damage amount must be reduced by the amount saved by the CLIENT as a result of the Contract termination. If the amount owed the CONSULTANT by the CLIENT is not enough to compensate the CLIENT, then the CONSULTANT is liable for any additional amount necessary to adequately compensate the CLIENT up to the amount of the Contract price.

Section 7. AUTHORIZATION OF WORK ASSIGNMENTS.

- 7.1 All work assignments beyond or in addition to EXHIBIT "A" shall be authorized in a signed document in accordance with the CLIENT's policy prior to any work being conducted by the CONSULTANT.
- 7.2 Additional authorizations may contain additional instructions or provisions specific to the authorized work for the purpose of clarifying certain aspects of this agreement pertinent to the work to be undertaken. Such supplemental instruction or provisions shall not be construed as a modification of this Agreement. Authorizations shall be dated and serially numbered.
- 7.3 The CONSULTANT shall not assign, sublet or transfer any rights under or interest in (including, but without limitations, moneys that may become due or moneys that are due) this agreement or subsequent Work Assignment without the written consent of the CLIENT, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent

to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement.

Section 8. NOTICES.

All notices, requests and authorizations provided for herein shall be in a signed document and shall be delivered or mailed to the addresses as follows:

To the CLIENT: Monroe County Board of County Commissioners
c/o Monroe County Growth Management Division
2798 Overseas Highway, Suite 410
Marathon, Florida 33050
Attention: Division Director

To the CONSULTANT: HDR Engineering, Inc.
2202 N West Shore Blvd.
Suite 250
Tampa, FL. 33607-5755

or addressed to either party at such other addresses as such party shall hereinafter furnish to the other party in writing. Each such notice, request, or authorization shall be deemed to have been duly given when so delivered, or, if mailed, when deposited in the mails, registered, postage paid.

Section 9. RECORDS.

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the CLIENT or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONSULTANT.

Section 10. EMPLOYEES SUBJECT TO COUNTY ORDINANCE NOS. 010 AND 020-1990.

The CONSULTANT warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion,

deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

Section 11. CONVICTED VENDOR.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a CONSULTANT, supplier, subconsultant, or CONSULTANT under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

Section 12. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the CLIENT and CONSULTANT agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The CLIENT and CONSULTANT agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

Section 13. SEVERABILITY.

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The CLIENT and CONSULTANT agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 14. ATTORNEY'S FEES AND COSTS.

The CLIENT and CONSULTANT agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

Section 15. BINDING EFFECT.

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the CLIENT and CONSULTANT and their respective legal representatives, successors, and assigns.

Section 16. AUTHORITY.

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 17. ADJUDICATION OF DISPUTES OR DISAGREEMENTS.

The CLIENT and CONSULTANT agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

Section 18. COOPERATION.

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, CLIENT and CONSULTANT agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. CLIENT and CONSULTANT specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

Section 19. NONDISCRIMINATION.

CLIENT and CONSULTANT agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of

competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. CLIENT or CONSULTANT agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Section 20. COVENANT OF NO INTEREST.

CLIENT and CONSULTANT covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

Section 21. CODE OF ETHICS.

CLIENT agrees that officers and employees of the CLIENT recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 22. NO SOLICITATION/PAYMENT.

The CLIENT and CONSULTANT warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona

fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONSULTANT agrees that the CLIENT shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Section 23. PUBLIC ACCESS. The CLIENT and CONSULTANT shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CLIENT and CONSULTANT in conjunction with this Agreement; and the CLIENT shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONSULTANT.

Section 24. NON-WAIVER OF IMMUNITY.

Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the CLIENT and the CONSULTANT in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the CLIENT be required to contain any provision for waiver.

Section 25. PRIVILEGES AND IMMUNITIES.

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the CLIENT, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

Section 26. LEGAL OBLIGATIONS AND RESPONSIBILITIES.

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

Section 27. NON-RELIANCE BY NON-PARTIES.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CLIENT and the CONSULTANT agree that neither the CLIENT nor the CONSULTANT or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 28. ATTESTATIONS.

CONSULTANT agrees to execute such documents as the CLIENT may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

Section 29. NO PERSONAL LIABILITY.

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 30. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 31. SECTION HEADINGS.

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 32. INSURANCE POLICIES.

32.1 General Insurance Requirements for Other Contractors and Subcontractors

As a pre-requisite of the work governed, or the goods supplied under this contract (including the pre-staging of personnel and material), the CONSULTANT shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The CONSULTANT will ensure that the insurance obtained will extend protection to all Subconsultants engaged by the CONSULTANT. As an

alternative, the CONSULTANT may require all Subconsultants to obtain insurance consistent with the attached schedules.

The CONSULTANT will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the CLIENT as specified below. Delays in the commencement of work, resulting from the failure of the CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the CONSULTANT'S failure to provide satisfactory evidence.

The CONSULTANT shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the CONSULTANT'S failure to maintain the required insurance.

The CONSULTANT shall provide, to the CLIENT, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The CLIENT, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the CLIENT by the insurer.

The acceptance and/or approval of the CONSULTANT'S insurance shall not be construed as relieving the CONSULTANT from any liability or obligation assumed under this contract or imposed by law. The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from this General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

32.2 INSURANCE REQUIREMENTS FOR CONTRACT BETWEEN MONROE COUNTY, FLORIDA AND HDR ENGINEERING, INC.

Prior to the commencement of work governed by this contract, the CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Bodily Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$500,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$250,000 per Person
\$500,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.3 VEHICLE LIABILITY INSURANCE REQUIREMENTS.

Recognizing that the work governed by this contract requires the use of vehicles, the CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence
\$50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

32.4 WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Prior to the commencement of work governed by this contract, the CONSULTANT shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the CONSULTANT shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident
\$500,000 Bodily Injury by Disease, policy limits
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the CONSULTANT has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CLIENT shall recognize and honor the CONSULTANT'S status. The CONSULTANT may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the CONSULTANT'S Excess Insurance Program.

If the CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the CONSULTANT may be required to submit updated financial statements from the fund upon request from the County.

32.5 ENGINEERS ERRORS AND OMISSIONS LIABILITY INSURANCE REQUIREMENTS

Recognizing that work governed by this contract could include furnishing of engineering services, the CONSULTANT shall maintain, throughout the life of the Agreement, Engineers Errors and Omissions Liability Insurance which will respond to damages resulting from any claim arising out of performance of professional services or any error or omission of CONSULTANT arising out of work governed by this Agreement. The insurance shall be maintained in force for a period of two years after the date of Completion of the Services set forth in subparagraph 1(a). The minimum limits of liability shall be \$250,000 per Occurrence/\$500,000 Aggregate.

Section 33. INDEMNIFY/HOLD HARMLESS.

The CONSULTANT does hereby consent and agree to indemnify and hold harmless the County, its Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents, individually and collectively, from all fines, suits, claims, demands, actions, costs, obligations, attorneys fees, or liability of any kind arising out of the sole negligent actions of the CONSULTANT or substantial and unnecessary delay caused by the willful nonperformance of the CONSULTANT and shall be solely responsible and answerable for any and all accidents or injuries to persons or property arising out of its performance of this contract. The amount and type of insurance coverage requirements set forth hereunder shall in no way be construed as limiting the scope of indemnity set forth in this paragraph. The CLIENT does hereby covenant and agree to indemnify and save harmless the CONSULTANT from any fines, suits, claims, demands, actions, costs obligations, attorney fees, or liability of any kind resulting from a negligent act or omission by the County, it's Mayor, the Board of County Commissioners, appointed Boards and Commissions, Officers, and the Employees, and any other agents individually and collectively under the provisions and up to the limits of liability as stated in Section 768.28 F.S. Further the CONSULTANT agrees to defend and pay all legal costs attendant to acts attributable to the sole negligent act of the CONSULTANT.

At all times and for all purposes hereunder, the CONSULTANT is an independent contractor and not an employee of the Board of County Commissioners. No statement contained in this agreement shall be construed so as to find the CONSULTANT or any of his/her employees, contractors, servants or agents to be employees of the Board of County Commissioners for Monroe County. As an independent contractor the CONSULTANT shall provide independent, professional judgment and comply with all federal, state, and local statutes, ordinances, rules and regulations applicable to the services to be provided.

The CONSULTANT shall be responsible for the completeness and accuracy of its work, plan, supporting data, and other documents prepared or compiled under its obligation for this project, and shall correct at its expense all significant errors or omissions therein which may be disclosed. The cost of the work necessary to correct those errors attributable to the CONSULTANT and any damage incurred by the CLIENT as a result of additional costs caused by such errors shall be chargeable to the CONSULTANT. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the County or other public or semi-public agencies.

The CONSULTANT agrees that no charges or claims for damages shall be made by it for any delays or hindrances attributable to the CLIENT during the progress of any portion of the services specified in this contract. Such delays or hindrances, if any, shall be compensated for by the County by an extension of time for a reasonable period for the CONSULTANT to complete the work schedule. Such an agreement shall be made between the parties.

SECTION 34. DOCUMENTATION

CONSULTANT shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to CONSULTANT pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONSULTANT shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONSULTANT.

SECTION 35. CLAIMS FOR FEDERAL AID

CONSULTANT and CLIENT agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

Attest:

HDR Engineering, Inc.

By _____

By _____

Title _____

Title _____

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

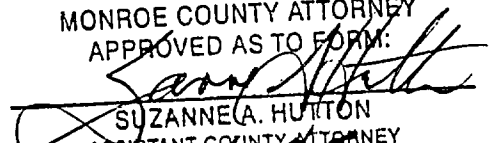

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 1/26/06

EXHIBIT "A"

SCOPE OF SERVICES

December 30, 2004

TAVERNIER CREEK TO MILE MARKER 97 DESIGN GUIDELINES PROJECT
MONROE COUNTY, FLORIDA

The following Scope of Services is planned for the Tavernier Creek to Mile Marker 97 Design Guidelines (TDG) project which focuses upon the island's existing conditions, builds on the results of the Tavernier Livable CommuniKey's project implementation Board of County Commissioners directive, and will guide future development / redevelopment opportunities within the community. The emphasis of this work shall encompass two distinct areas within Tavernier, 1) Design Guidelines for Development along US 1, and 2) the Historic Preservation Guidelines for the historic Tavernier area. The identified tasks are listed in the anticipated order of the plan development progression. However, adjustments to this structure may occur if warranted with prior acceptance of Monroe County (County) staff and the HDR (Consultant).

Task 1: Project Coordination (\$5,616)

The Consultant and County staff will identify and implement cooperative mechanisms for the regular update and delivery of project information throughout the length of the TDG project. The following are anticipated:

- A. Project Kick-Off Meeting – Within two (2) weeks from the Notice to Proceed, the Consultant and County will conduct a meeting to initiate project responsibilities, discuss standard procedures, preliminary schedule, and facilitate data transfer. The County will provide electronic (GIS, CADD, MSWord, etc.) documents of existing countywide datasets, property appraiser information, parcels, building footprints, plans, and codes pertaining to Tavernier.
- B. Stakeholder Interviews – The Consultant and County staff will conduct a limited number of direct interviews with community leaders who were active in development of the Livable CommuniKey's plan and local developers. County staff will provide a list of community leaders, coordinate and schedule meetings, and participate in the interviews prior to the design workshop event.
- C. Coordination Meetings – The Consultant and County staff will conduct a monthly project meeting / conference call to coordinate work progress and identify needs. Summary meeting notes to be supplied with project action items by the Consultant.
- D. Other Project Correspondence – The Consultant and County staff will utilize personal, e-mail, facsimile, and telephone as the preferred methods of communications.

Deliverables:	1)	Attend project kick-off meeting (\$2,800)
	2)	Conduct stakeholder interviews and draft meeting summary (\$1,500)
	3)	Project coordination (\$1,316)

Task 2: Preliminary Investigation (\$9,388)

The initial phase of this project will comprise an investigation and analysis of the current conditions within Tavernier. During this investigation, the Consultant with assistance from the County will collect, compile and analyze existing GIS and readily available datasets relevant to the project. The Consultant will develop base maps and data that depict existing conditions. This information will be reviewed with the County staff prior to its public presentation.

- A. Document Existing Uses – Document existing Commercial, Residential, and Historic Resource area uses, their architectural styles, scale and massing. Collect examples of relevant alternative Florida development typologies. County staff shall provide the Consultant digital photos of existing conditions including structures context and detail images for use in the project at the kick-off meeting.
- B. Develop Guiding Principles – Draft the guiding principles for the development of buildings. This shall include building placement standards, building massing, building configuration standards, building signage, “monument” signage, and street lighting. Draft language on approval procedure of drawings by County. The guidelines shall be responsive to Monroe County Land Development Regulations and Comprehensive Plan provisions.

Deliverables: 1) Submit guiding principles memorandum (\$9,388)

Task 3: Design Workshop (\$35,494)

The TDG project will utilize a three (3-day) design workshop for soliciting and facilitating community involvement within the project. The Consultant with assistance from the County will collect, compile and analyze comments received from interested parties and incorporate appropriate ideas into the plan. The Consultant will develop and facilitate presentations (MS PowerPoint, maps, handouts, etc.). County staff will coordinate meeting locations, setup, legal notice requirements, and materials.

- A. Visual Preference Workshop – The Consultant and County staff will develop a visual preference presentation to solicit community input for design elements during the opening day’s presentation. The Consultant will provide an electronic draft of the presentation, copies and distribution of the questionnaire will be made by the County. Survey results will be tabulated and analyzed for development of the plan.
- B. Agency Meeting – The Consultant and County staff will conduct a coordination meeting with appropriate agencies (Historic Preservation Commission, Florida Key’s History Center, etc.) to outline project approach, solicit agency input on plan issues, and establish involvement mechanisms for plan support.

Deliverables: 1) Prepare for and conduct visual preference workshop (\$30,170)
 2) Submit agency meeting summary memorandum (\$5,324)

Task 4: Document Production (\$21,864)

The TDG plan is anticipated to be formatted as a tabloid (11" x 17") document. The contents of the document will respond to the County's need for an 8.5" x 11" land development code and comprehensive plan insertion. The Consultant will provide an electronic draft of the plan document and County staff will copy and distribute for review. One set of consolidated County comments (MSWord w/tract change mode) will be transmitted to the Consultant for input into the final draft document completion. The document will be structured in the following way:

- A. Draft Design Guidelines for Tavernier Creek to Mile Marker 97 Development (U.S. Highway 1 Corridor) – Combine and refine guiding principles and graphic vocabulary with results from design workshop for use in the Task 5 process. Ensure that these guidelines are not completely unique compared to the Key Largo guidelines.
- B. Draft Tavernier Historic Preservation Guidelines – Combine and refine guiding principles and graphic vocabulary with results from design workshop for use in the Task 5 process. These guidelines will be similar in content to the City of Key West Historic Architectural Guidelines reference document.
- C. Finalize Guidelines – Create a reproducible (PDF) document to be used by developers, design professionals, real estate agents, and contractors from results of the Task 5 approval comments.
- D. Draft Text Amendment Recommendations – Create a MS Word document listing all required amendments and providing all necessary language (deletions, insertions, etc.) that will be required to make changes to the Comprehensive Plan and Land Development Regulations in order to implement the Tavernier Creek to Mile Marker Design Guidelines and Historic Preservation Guidelines.

Note: Consultant shall provide one color original of the draft documents and MS Word document and PDF versions.

- Deliverables:
- 1) Submit Draft Design Guidelines for Tavernier Creek to Mile Marker 97 Development (\$6,600)
 - 2) Submit Draft Tavernier Historic Preservation Guidelines (\$11,000)
 - 3) Submit Draft Text Amendment memorandum (\$4,264)

Task 5: Public Review, Comment and Approval (\$7,638)

The Consultant will make a presentation in conjunction with the Planning Department staff at the Planning Commission public hearing to consider the proposed design standards and ordinances amendments:

- A. Planning Commission (PC) Public Hearing – The Consultant and County staff will make a presentation at the public hearing and respond to comments, suggestions, and revisions to the proposed design guidelines and text amendments.

- B. The Consultant and County staff will prepare responses to public comments/questions raised and incorporate revisions recommended by Planning Commission."
- C. Board of County Commissioners (BOCC) Public Hearing –The Consultant and staff will make a presentation at the public hearing and respond to comments, suggestions, and revisions to the proposed design guidelines and text amendments.

Deliverables:

- 1) Prepare for and attend PC Public Hearing (\$3,800)
- 2) Prepare and submit redraft documents and supporting materials re(\$1,150)
- 3) Prepare for and attend BOCC Public Hearing (\$2,688)

Total Estimated Fee: \$80,000

Estimated Schedule: After the County's Notice to Proceed, the Consultant will provide a graphic project schedule at the kick-off meeting. The project is anticipated to be completed within a four (4) month period.

Preliminary Target Dates:

Project kick-off meeting -	January 20, 2005
Begin data collection -	January 20
Design workshop -	February 7-10
Draft Report submitted to County -	March 23
DRC Meeting (NIC) -	April 18
PC Public Hearing-	April 27
BOCC Public Hearing -	May 18 2005

--- END OF SCOPE ---

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

06/01/2005

DATE (MM/DD/YY)
12/22/2004**PRODUCER**
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City Mo 64112-1906
(816) 960-9000**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.****INSURERS AFFORDING COVERAGE****INSURED**
1013472 HDR ENGINEERING, INC.
ATTN: LOUIS J. PACHMAN
8404 INDIAN HILLS DRIVE
OMAHA, NE 68114-4049**INSURER A:** ZURICH AMERICAN INS CO - O.P. KS
INSURER B: AMERICAN GUARANTEE & LIAB (ZURICH)
INSURER C: SENTRY INSURANCE A MUTUAL COMPANY
INSURER D: CONTINENTAL CAS (V.O. SCHINNERER)
INSURER E:**COVERAGES SA**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO3504583	06/01/2004	06/01/2005	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	BAP3504584 TAP3504586	06/01/2004 06/01/2004	06/01/2005 06/01/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$ XXXXXXXX
					AUTO ONLY: AGG \$ XXXXXXXX
B	EXCESS LIABILITY	AUC3808400-00 (EXCLUDES PROF. LIAB)	06/01/2004	06/01/2005	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
	<input type="checkbox"/> RETENTION \$				\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-14910-01	06/01/2004	06/01/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER ARCHS & ENGS PROFESSIONAL LIABILITY	PLA113978408	06/01/2004	06/01/2005	PER CLAIM: \$1,000,000. AGG: \$1,000,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: DESIGN AND HISTORICAL PRESERVATION GUIDELINES FOR TAVERNIER, MONROE COUNTY. MONROE COUNTY IS NAMED AS ADDITIONAL INSURED AS RESPECTS AUTOMOBILE AND GENERAL LIABILITY COVERAGES.

CERTIFICATE HOLDER2195642
MONROE COUNTY
ATTN: JASON KING
88800 OVERSEAS HIGHWAY
TAVERNIER FL 33037**ADDITIONAL INSURED; INSURER LETTER:****CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE